

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF OHIO  
EASTERN DIVISION**

<b>Olivia Green Robinson,</b>	)	<b>CASE NO. 1:05 CV 2992</b>
	)	
<b>Plaintiff,</b>	)	<b>JUDGE PATRICIA A. GAUGHAN</b>
	)	
<b>vs.</b>	)	
	)	
<b>Ocwen Loan Services , Ltd., et al,</b>	)	<b><u>Order</u></b>
	)	
<b>Defendant.</b>	)	

This matter is before the Court upon defendant Citifinancial's Motion to Stay and to Compel Arbitration (Doc. 4). In the alternative, Citifinancial asks that the case be dismissed in deference to arbitration. The motion is hereby UNOPPOSED and GRANTED for the reasons stated therein. The Sixth Circuit has held that, upon enforcement of an arbitration clause, where there is "nothing left for the district court to do but execute judgment," dismissal is appropriate. *Arnold v. Arnold Corp.—Printed Communications for Business*, 920 F.2d 1269 (6th Cir. 1990); *See also ATAC Corp. v. Arthur Treacher's, Inc.*, 280 F.3d 1091 (6th Cir. 2002) (implicitly recognizing propriety of dismissing action in deference to arbitration). This Court finds that dismissal of plaintiff's claims in deference to arbitration is appropriate. Plaintiff's Complaint is

hereby dismissed as to defendant Citifinancial and the dispute between these parties is referred to arbitration in accordance with their agreement. The case remains pending against the remaining defendants.

IT IS SO ORDERED.

/s/ Patricia A. Gaughan

PATRICIA A. GAUGHAN

United States District Judge

Dated: 2/24/06